

AGREEMENT BETWEEN

AND THE

WASHINGTON OFFICE OF THE ATTORNEY GENERAL

Purpose: To document the services that will be performed by _____ (Wellness Provider) to promote Wellness at the Washington Office of the Attorney General (AGO). The Wellness Provider and the AGO mutually agree as follows:

I. Duties of Wellness Provider

The Wellness Provider shall perform the following duties to the satisfaction of the AGO:

- A. Provide a [describe class or service], in keeping with the objective of the AGO's Wellness Program.
- B. If the Wellness Provider is a licensed practitioner, she or he shall promptly provide a copy of the license and any renewals to the AGO.
- C. The Wellness Provider shall provide a training curriculum, if applicable, approved by the agency.
- D. The Wellness Provider shall provide a copy of liability insurance certificate and policy, and agrees to maintain this insurance during the time the service is provided to the AGO. The Wellness Provider is responsible for determining the amount of insurance he/she will obtain.
- E. The Wellness Provider agrees to provide information for promotional materials for advertising the service within the AGO.
- F. The Wellness Provider will collect any class or service fees directly from participants at or before the time of service. Each individual will pay \$_____ per session/___ week course for the Wellness Provider's service. (Clearly identify whether the price is per session or for a course that consists of multiple classes by circling the appropriate statement.) The Wellness Provider must assure purchasers of pre-paid sessions that all pre-paid session coupons, punch cards, etceteras will be honored or fully refunded within six (6) months of purchase.
- G. The Wellness Provider also agrees to the following requirements:
 1. The Wellness Provider will not provide medical information or legal advice to an employee. Employees will be directed to seek their own personal advisors.
 2. The Wellness Provider will keep in mind that he/she is participating in a public agency's Wellness Program in a workplace environment that has expectations for professional and appropriate business behavior and conduct.

II. Duties of the AGO:

10/05 Blank Service Provider Wellness Contract
Not paid by the AGO

- A. In consideration of the Wellness Provider's performance of duties described in Section I., the AGO agrees that the class or service offered may be conducted in AGO facilities so long as there is no conflict with AGO business. As the AGO deems appropriate, the AGO will promote this wellness opportunity by notifying employees, and may assist with class scheduling as needed.

III. Agreement of Parties

The parties further agree as follows:

- A. The Wellness Provider is not an employee or agent of the AGO for purposes of this contract.
- B. During performance of this contract, the Wellness Provider agrees to comply with all federal and state nondiscrimination laws, regulations and policies.
- C. The Wellness Provider shall complete registration with the Department of Revenue if needed, and is responsible for the payment of all taxes due on payments made by class or session participants.
- D. The Wellness Provider agrees to comply with all applicable local, state and federal licensing, accreditation and registration requirements and standards necessary for the performance of this contract. The Wellness Provider will provide copies of these documents to the AGO.
- E. The Wellness Provider shall indemnify, defend, and save harmless the state, its elected and appointed officials, agents and employees, from all claims for injuries or death, including claims by the Wellness Provider's employees, or for damages arising out of or incident to the Wellness Provider's performance or failure to perform this contract. The Wellness Provider's obligation to indemnify, defend, and save harmless shall not be eliminated or reduced by any alleged concurrent or sole negligence of the State or its agencies, employees, and officers. The Wellness Provider waives its immunity under Title 51 RCW to the extent required to indemnify, defend, and save harmless the State and its agencies, officers, or employees.

IV. Confidentiality

The Wellness Provider shall keep confidential all information of individual employee's participation and all individually identifiable information gathered from wellness participants.

V. Prohibition Against Assignment

This agreement, or any interest therein, may not be assigned by either party without first obtaining the written consent of the other party.

VI. Termination

A. Either party may terminate this agreement at any time, with or without reason, upon written notification from one party to the other. The notice shall specify the date of termination and shall be deemed to have been delivered to and received by the other party as of midnight of the third day following the date of its posting in the United States mail, in the absence of proof of actual delivery to and receipt by the party by mail or other means at an earlier date and time. If participants have pre-paid for services, the Wellness Provider shall refund the price of any unused services within fourteen days of the termination of this agreement.

VII. Oral Agreements

This written agreement constitutes the entire mutual agreement of the parties. Any amendment or alteration to this agreement must be in writing, and will not be effective until signed by both parties.

VIII. Applicable Law

This agreement shall be interpreted under the laws of the state of Washington and the venue of any action brought under this agreement shall be in any court of competent jurisdiction in Thurston County.

IX. Agreement Effective Date – Duration

This agreement is effective upon signature by both parties. This agreement will end on _____ unless terminated under Section V. of this agreement.

The parties sign this agreement:

Name:
Washington Office of the Attorney General
Date:

Name:
Wellness Provider
Date:

